

VZ-VA-IP(s) shall be either the VZ-VA terminating End Office serving the VZ-VA Customer (for Interconnection where direct trunking to the VZ-VA End Office is used) or the VZ-VA Tandem subtended by the terminating End Office serving the VZ-VA Customer (for Interconnection where direct trunking to the VZ-VA Tandem is used). Each Party is responsible for delivering its terminating traffic to the other Party's relevant IP.

4.2.2.1 Each Party shall make available at least one designated IP in each LATA in which it has Customers, as designated in Schedule 4.2. Any additional traffic that is not covered in Schedule 4.2 and is not Switched Exchange Access traffic shall be subject to separate negotiations between the Parties, except that either Party may deliver such additional traffic to the other Party for termination as long as the delivering Party pays the receiving Party's then current tariffed Switched Exchange Access rates for terminating such traffic.

4.2.3 Points of Interconnection. As and to the extent required by Section 251 of the Act, the Parties shall provide Interconnection of their networks at any technically feasible point, as described in Section 4.2. To the extent the originating Party's Point of Interconnection ("POI") is not located at the terminating Party's relevant IP, the originating Party is responsible for transporting its traffic from its POI to the terminating Party's relevant IP.

4.2.4 The Parties shall configure separate one-way trunk groups for traffic from Cox to VZ-VA, and for traffic from VZ-VA to Cox, respectively; however, either Party may at its discretion request that the trunk groups shall be equipped as two-way trunks for testing purposes.

#### 4.3 Physical Architectures

4.3.1 Cox shall have the sole right and discretion to specify any of the following three methods for interconnection at the VZ-VA-IPs:

- (a) a Physical or Virtual Collocation node Cox established at the VZ-VA-IP; and/or
- (b) a Physical or Virtual Collocation node established separately at the VZ-VA-IP by a third party with whom Cox has contracted for such purposes; and/or
- (c) an Entrance Facility and transport (where applicable) leased from VZ-VA (and any necessary multiplexing), to the VZ-VA-IP.

4.3.2 Cox shall provide its own facilities or purchase necessary transport for the delivery of traffic to any Collocation arrangement it establishes at a VZ-VA-IP pursuant to Section 13.

4.3.3 Cox may order from VZ-VA any of the Interconnection methods specified above in accordance with the order intervals, and other terms and conditions, including without limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.

4.3.4 VZ-VA shall have the sole right and discretion to specify the following method for Interconnection at any of the Cox-IPs:

(a) an Entrance Facility leased from Cox (and any necessary multiplexing), to the Cox-IP.

4.3.5 VZ-VA may order from Cox the Interconnection method specified above in accordance with the order intervals and other terms and conditions, including, without limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.

4.3.6 The publication "Bellcore Technical Publication GR-342-CORE; High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combination" describes the specification and interfaces generally utilized by VZ-VA and is referenced herein to assist the Parties in meeting their respective Interconnection responsibilities.

#### 4.4 Alternative Interconnection Arrangements

4.4.1 In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may agree to establish a Mid-Span Fiber Meet arrangement which may include a SONET backbone with an electrical interface at the DS-3 level in accordance with the terms of this subsection 4.4. The fiber meet point shall be designated as the POI for both Parties. In the event the Parties agree to adopt a Mid-Span Fiber Meet arrangement, each Party agrees to (a) bear all expenses associated with the purchase of equipment, materials, or services necessary to facilitate and maintain such arrangement on its side of the fiber hand-off to the other Party and (b) compensate the terminating Party for transport of its traffic from the POI to the terminating Party's IP at rates set forth in Exhibit A.

4.4.2 The establishment of any Mid-Span Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior written agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement. Any Mid-Span Fiber Meet arrangement requested at a third-party premises is expressly conditioned on the Parties having sufficient capacity at the requested location to meet such request, on unrestricted 24-hour access for both Parties to the requested location, on other appropriate protections as reasonably deemed

necessary by either Party, and on an appropriate commitment that such access and other arrangements will not be changed or altered.

4.4.3 Mid-Span Fiber Meet arrangements shall be used only for the termination of Local Traffic and IntraLATA Toll Traffic unless and until such time as the Parties have agreed to permit its utilization for other traffic types and unless and until the Parties have agreed in writing on appropriate compensation arrangements relating to the exchange of other types of traffic over such Mid-Span Fiber Meet, and only where facilities are available.

4.4.4 Cox and VZ-VA shall work cooperatively to install and maintain a reliable network as agreed pursuant to Section 4.4.2. Cox and VZ-VA shall exchange appropriate information (e.g., maintenance contact numbers, information related to the jointly constructed network configuration, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

4.4.5 Cox and VZ-VA shall work cooperatively to apply sound network management principles and network management controls to alleviate or to prevent congestion.

#### 4.5 Interconnection in Additional LATAs

4.5.1 If Cox determines to offer Telephone Exchange Services in any LATA in Virginia not listed in Schedule 4.1 in which VZ-VA also offers Telephone Exchange Services, Cox shall provide written notice to VZ-VA of the need to establish Interconnection in such LATA pursuant to this Agreement.

4.5.2 The notice provided in subsection 4.5.1 shall include (a) the Cox IP; (b) the requested VZ-VA-IP; (c) the initial Rating Point Cox has designated in the new LATA; (d) Cox's intended Interconnection activation date; and (e) a forecast of Cox's trunking requirements conforming to subsection 10.3.

4.5.3 The Parties shall agree upon an addendum to Schedule 4.1 to reflect the schedule applicable to each new LATA requested by Cox; provided, however, that unless agreed by the Parties, the Interconnection activation date in a new LATA shall not be earlier than sixty (60) days after receipt by VZ-VA of all complete and accurate trunk orders and routing information. Within ten (10) business days of VZ-VA's receipt of the Cox's notice provided for in subsection 4.5.1, VZ-VA and Cox shall confirm the VZ-VA-IP, the Cox-IP and the Interconnection activation date for the new LATA by attaching an addendum to Schedule 4.1.

5.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

5.1 Scope of Traffic

Section 5 prescribes parameters for Traffic Exchange Trunks used for Interconnection pursuant to Section 4.0

5.2 Trunk Group Connections and Ordering

5.2.1 Traffic Exchange Trunk group connections will be made at a DS-3 or DS-1 level. Subject to agreement of the Parties, higher speed connections may be made, when and where available, in accordance with the Joint Process prescribed in Section 10.

5.2.2 Each Party will identify its Carrier Identification Code, a three or four digit numeric obtained from Bellcore, to the other Party when ordering a trunk group.

5.2.3 Unless otherwise mutually agreed to by both Parties, each Party will outpulse ten (10) digits to the other Party.

5.2.4 In the event the one-way Tandem-routed traffic volume between any two Cox and VZ-VA Central Office Switches at any time exceeds the CCS busy hour equivalent of three (3) DS-1s for any three (3) months in any consecutive six (6) month period or for any consecutive three (3) months, the originating Party will establish new one-way direct trunk groups to the applicable End Office(s) consistent with the grade of service parameters set forth in Section 5.5.

5.2.5 Each Party will monitor its trunk groups and to augment those groups using generally accepted trunk engineering standards so as to not exceed the blocking objectives established in subsection 5.5. Each Party agrees to use modular trunk engineering techniques where practical.

### 5.3 Switching System Hierarchy and Trunking Requirements

For purposes of routing Cox traffic to VZ-VA, the subtending arrangements between VZ-VA Tandem Switches and VZ-VA End Office Switches shall be the same as the Tandem/End Office subtending arrangements VZ-VA maintains for the routing of its own or other carriers' traffic. For purposes of routing VZ-VA traffic to Cox, the subtending arrangements between Cox Tandem Switches (or functional equivalent) and Cox End Office Switches (or functional equivalent) shall be the same as the Tandem/End Office subtending arrangements (or functional equivalent) which Cox maintains for the routing of its own or other carriers' traffic. For purposes of compensation, where Cox's Central Office serves the same geographic area served by a VZ-VA Tandem, Cox will charge VZ-VA Cox's Tandem Switch rate for traffic delivered by VZ-VA to Cox's Central Office switch.

### 5.4 Signaling

Each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions contained in Section 17.

### 5.5 Grades of Service

Traffic Exchange trunk groups provided by either Party for Local, Internet, and IntraLATA Toll traffic will be engineered using a design blocking objective of B.01 (Blocking Level B.01 - high-day-network-busy-hour blocking standard). Where Interconnection for Local, Internet, and IntraLATA Toll traffic is provided via a Party's Tandem, all final trunk groups between that Party's Tandem switch and its End Office switches will be engineered using a design blocking objective of B.01. Access Toll Connecting trunk groups provided by the Parties for Exchange Access traffic will be engineered using a design blocking objective of B.005 (Blocking Level B.005 - high-day-network-busy-hour blocking standard).

### 5.6 Measurement and Billing

5.6.1 For billing purposes, each Party shall pass Calling Party Number ("CPN") information on at least ninety-five percent (95%) of calls carried over the Traffic Exchange Trunks.

5.6.1.1 If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the Local Traffic call completion rate, Intrastate Exchange Access rates, intrastate/interstate Tandem Transit Traffic rates, or interstate Exchange Access rates applicable to each minute of traffic, as provided in Exhibit A and applicable Tariffs, for which CPN is passed. For any remaining (up to 5%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic as Local Traffic call completion rate, intrastate

Exchange Access rates, intrastate/interstate Tandem or Tandem Transit Traffic rates, or interstate Exchange Access rates applicable to each minute of traffic, as provided in Exhibit A and applicable Tariffs, in direct proportion to the minutes of use of calls passed with CPN information.

5.6.1.2 If the originating Party passes CPN on less than ninety-five percent (95%) of its calls and the originating Party chooses to combine Local and Toll Traffic on the same trunk group, the terminating Party shall bill its interstate Switched Exchange Access Service rates for all traffic passed without CPN unless the Parties agree that such other rates should apply to such traffic.

5.6.2 Either Party may classify traffic as either Local Traffic or Toll Traffic for billing purposes by using PIU and PLU factors, in lieu of CPN information. The PIU and PLU factors applicable upon the Effective Date are specified in Schedule 5.6. Such factors may be updated by the originating Party quarterly by written notification.

5.6.3 Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds. The total conversation seconds over each individual Traffic Exchange trunk group will be totaled for the entire monthly billing cycle and then rounded to the next whole minute. Measurement of billing minutes for (unqueried) originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs.

## 5.7 Reciprocal Compensation Arrangements -- Section 251(b)(5)

5.7.1 The Parties shall compensate each other for the transport and termination of Local Traffic over the terminating carrier's switch in accordance with Section 251(b)(5) of the Act at the rates provided in the Detailed Schedule of Itemized Charges (Exhibit A hereto), as may be amended from time to time in accordance with Exhibit A and subsection 20.1 or, if not set forth therein, in the applicable Tariff(s) of the terminating Party, as the case may be. These rates are to be applied at the Cox-IP for traffic delivered by VZ-VA, and at the VZ-VA-IP for traffic delivered by Cox. No additional charges shall apply for the termination of such Local Traffic delivered to the VZ-VA-IP or the Cox-IP by the other Party, except as set forth in Exhibit A. When such Local Traffic is terminated over the same trunks as IntraLATA Toll Traffic, any port or transport or other applicable access charges related to the delivery of IntraLATA Toll Traffic from the IP to an end user shall be prorated to be applied only to the IntraLATA Toll Traffic. The designation of traffic as Local Traffic for purposes of Reciprocal Compensation shall be based on the originating and terminating NPA-NXXs of the complete end-to-end communication. Reciprocal Compensation shall apply to Internet Traffic handed off from one Party to the other Party via the switched network for delivery to an Internet Service Provider ("ISP") for carriage over the Internet.

5.7.2 Transport and termination of the following types of traffic shall not be subject to the Reciprocal Compensation arrangements set forth in this subsection 5.7, but instead shall be treated as described or referenced below:

(a) Traffic that (i) is delivered by VZ-VA to Cox, (ii) originates from and/or terminates to a third party carrier, and (iii) is not switched access traffic shall be treated as Tandem Transit Traffic under Section 7.3.

(b) Traffic that (i) is delivered by Cox to VZ-VA, (ii) originates from and/or terminates to a third party carrier, and (iii) is not switched access traffic shall be treated as Tandem Transit Traffic under Section 7.3.

(c) Switched Exchange Access Service and InterLATA or IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable Tariffs and, where applicable, by a Meet-Point Billing arrangement in accordance with subsection 6.3.

(d) No Reciprocal Compensation shall apply to traffic that is not switched by the terminating Party, such as special access, private line, or any other nonswitched traffic.

(e) Compensation for IntraLATA intrastate alternate-billed calls (e.g., collect, calling card, and third-party billed calls originated or authorized by the Parties' respective Customers in Virginia) shall be provided for under a separate arrangement mutually agreed to by the Parties.

(f) Any other traffic not specifically addressed in this subsection 5.7 shall be treated as provided elsewhere in this Agreement, or if not so provided, as required by the applicable Tariff of the Party transporting and/or terminating traffic.

5.7.3 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.

5.7.4 The designation of traffic as Local or IntraLATA Toll for purposes of compensation shall be based on the horizontal and vertical coordinates associated with the originating and terminating NPA-NXXs of the call, regardless of the carrier(s) involved in carrying any segment of the call.

5.7.5 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per calendar year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.

5.7.6 The Parties will engage in settlements of intraLATA intrastate alternate-billed calls (e.g., collect, calling card, and third-party billed calls) originated or authorized by their respective Customers in Virginia in accordance with the terms of an separate IntraLATA Telecommunications Services Settlement Agreement between the Parties, to be executed no later than 90-days following the Effective Date of this Agreement.

## 6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)

### 6.1 Scope of Traffic

Section 6 prescribes parameters for certain trunks to be established over the Interconnections specified in Section 4 for the transmission and routing of traffic between Cox Telephone Exchange Service Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where Cox elects to have its End Office Switch subtend a VZ-VA Tandem. This includes casually-dialed (1010XXX and 101XXXX) traffic.

### 6.2 Access Toll Connecting Trunk Group Architecture

6.2.1 If Cox chooses to subtend a VZ-VA access tandem then Cox's NPA/NXX must be assigned by Cox to subtend the same VZ-VA access tandem that a VZ-VA NPA/NXX serving the same Rate Center subtends as identified in the LERG. Alternative subtending configurations may be agreed upon as part of the Joint Implementation and Grooming Process.

6.2.2 Cox shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs by which it will provide tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from Cox's Customers.

6.2.3 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow Cox's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a VZ-VA Tandem. If Cox collocates at a VZ-VA access tandem, applicable Tariff rates and charges shall apply for transport and switching.

6.2.4 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office or Tandem Switch Cox utilizes to provide Telephone Exchange Service and Switched Exchange Access to its customers in a given LATA to the Tandem(s) VZ-VA utilizes to provide Exchange Access in such LATA.

### 6.3 Meet-Point Billing Arrangements

6.3.1 Cox and VZ-VA will establish Meet-Point Billing ("MPB") arrangements in order to provide a common transport option to Switched Access Services Customers via a Tandem Switch in accordance with the Meet-Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and in VZ-VA's and Cox's applicable Switched Access Service Tariffs. The arrangements described in this Section 6 are intended to be used to provide Switched Exchange Access Service that originates and/or terminates with a Telephone Exchange Service Customer of Cox, where the transport component of the Switched Exchange Access Service is routed through a Tandem Switch that is provided by VZ-VA. In the event Cox deploys a Tandem Switch for routing other carriers' Switched Exchange Access Service, Cox will promptly notify VZ-VA and offer VZ-VA MPB arrangements that are no less favorable than Cox offers to any other carrier.

6.3.2 In each LATA, the Parties shall establish MPB arrangements between the applicable Rating Point/VZ-VA Serving Wire Center combinations.

6.3.3 Interconnection for the MPB arrangement shall occur at the VZ-VA access tandems in the LATA, unless otherwise agreed to by the Parties.

6.3.4 Cox and VZ-VA will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.

6.3.5 Cox and VZ-VA, or either Party's appointed billing agent, shall implement the "Multiple Bill/Multiple Tariff method in which each involved Local Exchange Carrier presents separate bills to the Interexchange Carrier, and each carrier involved applies rates for its portion of the service from its own unique Tariff.

6.3.6 The rate elements to be billed by each Party are as set forth in Cox's and VZ-VA's applicable Tariffs. The actual rate values for each Party's affected access service rate element shall be the rates contained in that Party's own effective federal and state access Tariffs, or other document that contains the terms under which that Party's access services are offered. The MPB billing percentages for each Rating Point/VZ-VA Serving Wire Center combination shall be calculated in accordance with the formula set forth in subsection 6.3.17.

6.3.7 Each Party shall comply with the MPB notification process as outlined in the MECAB document. VZ-VA will provide Cox with all IXC billing information required by the MPB notification process as outlined in the MECAB document, including the billing name, billing address, and Carrier Identification Codes ("CIC"s) of all IXCs that transit VZ-VA's Tandem(s), and identification of the IXC's serving Wire Center. Any IXC billing information provided by VZ-VA to Cox with respect to Meet Point Billing will be used solely for that purpose.

6.3.8 VZ-VA shall provide Cox with the Switched Access Detail Usage Data (category 1101XX records, also referred to as "EMR 11-01") records for all applicable calls that have transited VZ-VA's Access Tandem(s) for termination to Cox switches, via a mutually agreed upon medium, no later than ten (10) business days after the date the usage occurred, at the charges set forth in Exhibit A of the Agreement. At the present time, VZ-VA offers the option of either (i) magnetic tape; or, subject to applicable VZ-VA operations standards, (ii) Network Data Mover (also referred to as "NDM"), for provision of Switched Access Detail Usage Data to Cox.

6.3.9 Cox shall provide VZ-VA with the Switched Access Summary Usage Data (category 1150XX records, also referred to as "EMR 11-50") on magnetic tape or via such other media as the Parties may agree, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly, at the charges set forth in Exhibit A of this Agreement.

6.3.10 All usage data to be provided pursuant to subsections 6.3.8 and 6.3.9 shall be sent to the following addresses:

To Cox:                      Communications Data Group  
                                    102 S. Duncan Road  
                                    P. O. Box 4036  
                                    Champaign, IL 61824-4036  
                                    Attn: Kris Mitchell  
                                    (888) 234-4443

To VZ-VA:                      New York State Access Pool  
                                    C/O ACM  
                                    1309 Main Street  
                                    Rotterdam Junction, NY 12150  
                                    Attn: Mark Ferri

Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to subsection 28.10.

6.3.11 Each Party shall coordinate and exchange the billing account reference ("VZ-VAR") and billing account cross reference ("VZ-VACR") numbers or Operating Company Number ("OCN"), as appropriate, for the MPB Service. Each Party shall notify the other if the level of billing or other VZ-VAR/VZ-VACR elements change, resulting in a new VZ-VAR/VZ-VACR number, or if the OCN changes.

6.3.12 Each Party agrees to provide the other Party with notification of any errors it discovers within 30 calendar days of the receipt of the original data. In the event of a loss of data, where notification has been provided, both Parties shall cooperate and exercise reasonable commercial efforts to reconstruct the lost data. If such lost data cannot

be reconstructed, the responsible Party agrees to provide the other Party a reasonable estimate of the lost usage, and the other Party agrees that its acceptance of such reasonable estimate shall not be unreasonably withheld.

6.3.13 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to confidentiality protection and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.

6.3.14 Nothing contained in this subsection 6.3 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party (other than as may be set forth in MECAB or in any applicable Tariff, subject to the limitations on liability set forth in this Agreement).

6.3.15 MPB will apply for all traffic bearing the 500, 900, toll free service access code (e.g. 800/888/877) (to the extent provided by an IXC) or any other non-geographic NPA which may be likewise designated for such traffic in the future. In the event Cox determines to offer Telephone Exchange Services in another LATA in Virginia in which VZ-VA operates a Tandem Switch, VZ-VA shall permit and enable Cox to subtend the VZ-VA Tandem Switch(es) designated for the VZ-VA End Offices in the area where the Cox Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Exchange Access Services are homed. The MPB billing percentages for each new Routing Point/VZ-VA Serving Wire Center combination shall be calculated according to the following formula:

$$\begin{aligned} a / (a + b) &= \text{Cox Billing Percentage} \\ \text{and} \\ b / (a + b) &= \text{VZ-VA Billing Percentage} \end{aligned}$$

where:

a = the airline mileage between the Routing Point (Cox switch) and the actual point of interconnection for the MPB arrangement; and

b = the airline mileage between the VZ-VA serving Wire Center (VZ-VA tandem switch) and the actual point of interconnection for the MPB arrangement.

6.3.16 Cox shall inform VZ-VA of the LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement, as part of the notice required by subsection 4.5.1. Within ten (10) business days of Cox's delivery of notice to VZ-VA, VZ-VA and Cox shall confirm the new Routing Point/VZ-VA Serving Wire Center combination and billing percentages.

6.4 Toll Free Service Access Code (e.g., 800/888/877) Traffic

The following terms shall apply when either Party delivers toll free service access code (e.g., 800/888/877) calls to the other Party for completion.

6.4.1 When Cox delivers translated toll free service access code (e.g., 800/888/877) calls to VZ-VA for completion

(a) to an IXC, Cox shall:

(i) If requested, provide an MPB record in an industry standard format to VZ-VA; and

(ii) Bill the IXC the appropriate Cox query charge associated with the call.

(b) as an IntraLATA call to VZ-VA or another LEC in the LATA, Cox shall:

(i) If requested, provide a copy record in an industry standard format to VZ-VA or the terminating LEC; and

(ii) Submit the call records to ITORP for payment by VZ-VA or the LEC that is the toll free service access code (e.g., 800/888/877) service provider of Cox's and any intermediate LECs applicable Tariffed Exchange Access or local call termination charges and query charges.

6.4.2 When VZ-VA delivers translated toll free service access code (e.g., 800/888/877) calls originated by VZ-VA's or another LEC's Customers to Cox for completion

(a) to Cox in its capacity as an IXC, VZ-VA shall:

(i) Bill Cox the appropriate VZ-VA query charge associated with the call; and

(ii) Bill Cox the appropriate Feature Group D ("FGD") Exchange Access charges associated with the call.

(b) of an IntraLATA call to Cox in its capacity as a LEC,

(i) the originating LEC shall submit the appropriate call records to VZ-VA for processing under the IntraLATA Toll Originating Responsibility Plan ("ITORP") for payment by Cox of VZ-VA's (and

another LEC's, if appropriate) applicable Tariffed Exchange Access or local call termination charges; and

(ii) Cox shall pay the originating LEC's appropriate query charge associated with the call.

6.4.3 The settlement of all IntraLATA toll free service access code (e.g., 800/888/877) calls exchanged pursuant to this subsection 6.4 shall be in accordance with the terms of a separate IntraLATA Telecommunications Services Settlement Agreement between the Parties, which will be executed no later than 90-days following the Effective Date of this Agreement.

## 7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

### 7.1 Information Services Traffic

The following provisions shall apply only to Cox-originated Information Services Traffic directed to an information services platform connected to VZ-VA's network, should Cox elect to deliver such traffic to VZ-VA. At such time as Cox connects Information Services platforms to its network, the Parties shall agree upon a comparable arrangement for VZ-VA-originated Information Services Traffic.

7.1.1 Cox shall have the option to route Information Services Traffic that originates on its own network to the appropriate information services platform(s) connected to VZ-VA's network. In the event Cox exercises such option, Cox will establish a dedicated trunk group to the VZ-VA information services serving switch. This trunk group will be utilized to allow Cox to route Information Service Traffic originated on its network to VZ-VA.

7.1.2 Cox shall provide an electronic file transfer or monthly magnetic tape containing recorded call detail information to VZ-VA.

7.1.3 VZ-VA shall provide to Cox via electronic file transfer or magnetic tape or other means as available all necessary information to rate the Information Services Traffic to Cox's Customers pursuant to the VZ-VA's agreements with each information services provider. Information shall be provided in as timely a fashion as practical in order to facilitate record review and reflect actual prices set by the individual information services providers.

7.1.4 Cox shall bill and collect such information services provider charges and remit the amounts collected to VZ-VA less:

(a) The Information Services Billing and Collection fee set forth in Exhibit A; and

(b) An uncollectibles reserve calculated based on the uncollectibles reserve in VZ-VA's billing and collection agreement with the applicable information services provider; and

(c) Customer adjustments provided by Cox.

Cox shall provide to VZ-VA sufficient information regarding uncollectibles and Customer adjustments to allow VZ-VA to pass through the adjustments to the information services provider, and VZ-VA shall pass through such adjustments. However, if the information services provider disputes such adjustments and refuses to accept such adjustments, Cox shall reimburse VZ-VA for all such disputed adjustments. Final resolution regarding all disputed adjustments shall be solely between Cox and the information services provider.

7.1.5 Nothing in this Agreement shall restrict either Party from offering, or obviate either Party's obligations, if any, under Applicable Law to offer, to its Telephone Exchange Service Customers the ability to block the completion of Information Service Traffic or from establishing such blocking as the default and requiring that such Customers make an affirmative request to remove the blocking.

7.1.6 To the extent either Party offers variable rated (e.g., 976, 554, and/or 915, as applicable) information services, the Parties may agree to separate arrangements for the billing and compensation of such services.

7.1.7 The Information Services Traffic addressed herein does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties.

## 7.2 BLV/BLVI Traffic

7.2.1 If Party A decides or is required by a regulatory body of competent jurisdiction to offer BLV and BLVI services to enable its Customers to verify and/or interrupt calls of Party B's Customers, Party B shall accept and respond to BLV and BLVI requests from the operator bureau of Party A. Each Party shall compensate the other Party for BLV and BLVI inquiries in accordance with the other Party's Tariffed rates, the terms of the Directory Assistance and Call Completion Agreement appended hereto as Exhibit C, or as may be agreed to by the Parties.

7.2.2 The Party B operator shall only verify the status of the line (BLV) or interrupt the line to inform the called party that there is a call waiting (BLVI). The Party B operator will not complete the telephone call of the Customer initiating the BLV/BLVI request. The Party B operator will only make one BLV/BLVI attempt per Customer operator bureau telephone call, and the applicable charges apply whether or not the called party releases the line.

7.2.3 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI traffic between the Parties' networks.

7.2.4 Each Party shall route BLV/BLVI Traffic inquiries over separate direct trunks (and not the Local/IntraLATA/InterLATA Trunks) established between the Parties' respective operator bureaus. Each Party shall offer Interconnection for BLV/BLVI traffic at its operator services Tandem Office or other mutually agreed point in the LATA. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architectures in accordance with the terms of Section 4, consistent with the Joint Implementation and Grooming Process. Party A shall outpulse the appropriate NPA, ATC Code, and Routing Code (operator code) to Party B.

### 7.3 Tandem Transit Traffic Service ("Transit Service")

VZ-VA shall make available to Cox the Transit Service as described in Schedule 7.3.

### 7.4 911/E911 Arrangements

7.4.1 Cox may, at its option, interconnect to the VZ-VA 911/E911 selective routers or 911 Tandem Offices, as appropriate, that serve the areas in which Cox provides Telephone Exchange Services, for the provision of 911/E911 services and for access to all subtending Public Safety Answering Points ("PSAP") and related databases. In such situations, VZ-VA will provide Cox with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E911 is not available, Cox and VZ-VA will negotiate arrangements to connect Cox to the 911 service.

7.4.2 Path and route diverse Interconnections for 911/E911 shall be made at the Cox-IP, the VZ-VA-IP, or other points as necessary and mutually agreed, and as required by Applicable Law.

7.4.3 Within thirty (30) days of its receipt of a request from Cox and to the extent authorized by the relevant federal, state, and local authorities, VZ-VA will provide Cox with the following at no charge:

(a) a file on diskette or other mutually agreed upon medium containing the Master Street Address Guide ("MSAG") for each jurisdiction that has an MSAG within the LATA(s) specified in this Agreement, which MSAG shall be updated no more frequently than monthly and a complete copy of which shall be made available on an annual basis;

(b) a list of the address, CLLI code, and an associated NXX of each 911/E911 selective router or 911 Tandem Office(s) in the area in which Cox plans to offer Telephone Exchange Service;

(c) a list of the address, CLLI code, associated NXX, contact name and phone number of each Public Safety Answering Point ("PSAP") in each county in the area in which Cox plans to offer Telephone Exchange Service;

(d) a list of VZ-VA personnel who currently have responsibility for each county's 911 requirements;

(e) if available, the ten-digit subscriber number for both the administrative office and the public safety answering position for each PSAP and the "main" PSAP that subtends each VZ-VA 911/E911 selective router or 911 Tandem Office to which Cox is interconnected for the transfer of "0-" calls to the PSAP;

(f) any special 911 trunking requirements for each 911/E911 selective router or 911 Tandem Office;

(g) an electronic interface, when available, through which Cox shall input and provide a daily update of 911/E911 database information related to appropriate Cox Customers, as well as to directly view Cox information in the E911 database. Until such time as an electronic interface is available, Cox shall provide VZ-VA with all appropriate 911 information such as name, address, and telephone number in writing for VZ-VA's entry into the 911 database system. Any 911-related data exchanged between the Parties prior to the availability of an electronic interface shall conform to VZ-VA standards, whereas 911-related data exchanged electronically shall conform to the National Emergency Number Association standards;

(h) return of any Cox E911 data entry files containing errors, so that Cox may ensure the accuracy of the Customer records; and

(i) a Design Layout Record ("DLR") of a 911 (CAMA) trunk, if applicable.

(j) updates of the 911 database within 48-hours of receipt of such information from Cox.

7.4.4 VZ-VA and Cox will facilitate the prompt, robust, reliable and efficient Interconnection of Cox systems to the 911/E911 platforms.

7.4.5 VZ-VA and Cox will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E911 arrangements.

7.4.6 The Parties acknowledge the objective of including the five-character Telephone Company Identification ("TCI") of the company that provides service to the calling line as part of the ALI display where local jurisdictions request that it be displayed. Until such time as TCI is operational, however, VZ-VA and Cox agree to supply and use the three-letter Access Carrier Name Abbreviation ("ACNA") as the carrier identifier.

7.4.7 Cox will compensate VZ-VA for connections to its 911/E911 pursuant to Exhibit A.

7.4.8 Cox and VZ-VA will comply with all applicable rules and regulations pertaining to the provision of 911/E911 services in Virginia.

## 8.0 NUMBER RESOURCES, RATE CENTERS AND RATING POINTS

8.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Centers and Rating Points corresponding to such NXX codes.

8.2 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement.

8.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, Cox shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for VZ-VA, in all areas where VZ-VA and Cox service areas overlap, and Cox shall assign whole NPA-NXX codes to each Rate Center Area unless the LEC industry adopts alternative methods of utilizing NXXs in the manner adopted by the NANP, or per Commission or FCC order.

8.4 Cox will also designate a Routing Point for each assigned NXX code. Cox shall designate one location for each Rate Center Area as the Routing Point for the NPA-NXXs associated with that Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself.

8.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to, and nothing in this Agreement shall be construed to, in any way constrain Cox's choices regarding the size of the local calling area(s) that Cox may

establish for its Customers, which local calling areas may be larger than, smaller than, or identical to, VZ-VA's local calling areas.

## 9.0 NETWORK MAINTENANCE AND MANAGEMENT; OUTAGES

### 9.1 Cooperation

The Parties will work cooperatively to install and maintain a reliable network. Cox and VZ-VA will exchange appropriate information (e.g., maintenance contact numbers, escalation procedures, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve this desired reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion and to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

### 9.2 Responsibility for Following Standards

Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service or any facilities of the other Party or any third parties connected with or involved directly in the network of the other.

### 9.3 Repeated or Willful Interference or Impairment

9.3.1 Except as otherwise provided in subsection 9.3.3 or 9.3.4, if Party A reasonably determines that the characteristics, facility or service or methods of operation used by Party B will or are likely to interfere with or impair Party A's provision of services, Party A may interrupt or temporarily suspend any service or facilities provided to Party B that gives rise to or is likely to give rise to the interference or impairment, provided however, that the degree of interruption or suspension must be proportionate to the harm to be avoided, subject to the following:

9.3.2 Except in emergency situations, Party A shall have given Party B at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and,

9.3.3 In emergency situations, Party A shall immediately contact Party B to give notice of the actual interference or impairment, and the need to immediately correct the condition.

9.3.4 Upon correction of the interference or impairment, Party A will promptly restore the temporarily suspended service or facility. During such period of

suspension or interruption, there will be no compensation or credit allowance by Party A to Party B unless such interruption is found to be unreasonable or without justification, or unless Party A's tariffs provide for such compensation.

9.3.5 The Parties will use the following procedures to resolve any significant degradation of services caused by Cox's deployment of advanced services, unless other procedures are permitted by Applicable Law: Where VZ-VA claims that Cox's deployed advanced service is significantly degrading the performance of other advanced services or traditional voiceband services, VZ-VA will notify Cox and allow Cox a reasonable opportunity to correct the problem. Where the degradation remains unresolved by Cox after a reasonable opportunity to correct the problem, VZ-VA may establish before the Commission that Cox's particular technology deployment is causing the significant degradation. If VZ-VA demonstrates to the Commission that Cox's deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Cox shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

#### 9.4 Outage Repair Standard

In the event of an outage or trouble in any arrangement, facility, or service being provided by a Party hereunder, the providing Party will follow its standard procedures for isolating and clearing the outage or trouble. Cox and VZ-VA may agree to modify those procedures from time to time based on their experience with comparable Interconnection arrangements with other carriers.

#### 9.5 Notice of Changes -- Section 251(c)(5)

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's network, or any other change in its network which it believes will materially affect the interoperability of its network with the other Party's network, the Party making the change shall publish at least ninety (90) days in advance of such change, and shall use reasonable efforts to publish at least one hundred eighty (180) days notice where practicable; provided, however, that if an earlier publication is required by the FCC's or Commission's rules, including, e.g., the Network Disclosure rules set forth in the FCC Regulations, the Party will comply with such rules.

### 10.0 JOINT NETWORK IMPLEMENTATION AND GROOMING PROCESS; INSTALLATION, MAINTENANCE, TESTING AND REPAIR

#### 10.1 Joint Network Implementation and Grooming Process

Upon the request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia,

(a) standards to ensure that Traffic Exchange Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within VZ-VA's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards;

(b) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;

(c) disaster recovery provision escalations;

(d) additional technically feasible IP(s) in a LATA as provided in section 4.2.3 above; and

(e) such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

Nothing in this subsection 10.1 shall affect either Party's obligations to meet the milestone dates set forth in Schedule 4.1 hereof.

#### 10.2 Installation, Maintenance, Testing and Repair

Unless otherwise agreed to by the Parties, Interconnection shall be equal in quality to that provided by each of the Parties to itself, any subsidiary, affiliate or third party, to the extent required by Applicable Law. If either Party is unable to fulfill its obligations under this subsection 10.2, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that the standards to be used by each Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by each Party with respect to itself, any subsidiary, affiliate or third party, to the extent required by Applicable Law.

#### 10.3 Forecasting Requirements for Trunk Provisioning

10.3.1 The Parties shall work towards the development of joint forecasting responsibilities for projecting traffic utilization over all trunk groups between the Parties. Cox forecast information (regarding traffic demand from Cox's to VZ-VA's network) must be provided by Cox to VZ-VA twice a year. At VZ-VA's option, VZ-VA forecast information (regarding traffic demand from VZ-VA's to Cox's network) may be provided by VZ-VA to Cox twice a year. The semi-annual forecasts shall include:

(a) Yearly forecasted trunk quantities for a minimum of three (current and plus-1 and plus-2) years;

(b) The use of Access Carrier Terminal Location ("ACTL"), traffic type (Local Traffic/Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for Cox-IP's and VZ-VA-IP's), interface type (e.g., DS1), and trunks in service each year (cumulative).

10.3.2 In addition, VZ-VA and Cox shall exchange trunk engineering information twice a year regarding any major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

10.3.3 If differences in semi-annual forecasts, or expectations regarding anticipated trunking demand of the Parties vary by more than 24 additional (DS-0) trunks for each Traffic Exchange and Access Toll Connecting trunk group, the Parties shall meet to reconcile the forecast to within 24 (DS-0) trunks.

#### 10.4 Demand Management Forecasts

Cox will furnish VZ-VA with good faith demand management forecasts including but not limited to: unbundled Network Elements, collocation and resale products. Such forecasts will describe Cox's expected needs for service volumes, and timeframes for service deployment, by Wire Center. Cox agrees to provide such forecasts to VZ-VA thirty (30) days following the Effective Date, with updates to follow every six months thereafter. VZ-VA agrees that such forecasts shall be subject to the confidentiality provisions defined in Section 28.4.

#### 10.5 Confidentiality of Forecasts

The Parties agree to treat forecasting information as Proprietary Information under the applicable terms of this Agreement. VZ-VA and Cox shall ensure that forecasting information will not be provided to either of their retail marketing groups. Neither Party's retail marketing group shall use, view or be informed about the other Party's forecasting information. The Parties agree that forecast information shall be provided only to those personnel who have a need to know.

### 11.0 UNBUNDLED ACCESS

11.1 In accordance with, but only to the extent required by, Applicable Law, , and in accordance with the terms, conditions and provisions of this Agreement, VZ-VA shall

offer to Cox nondiscriminatory access to Network Elements as set forth in this Section 11 on an unbundled basis at any technically feasible point.

11.1.1 Nothing contained in this Agreement shall be deemed to constitute agreement by VZ-VA that any item identified in this Agreement as a Network Element is (i) a Network Element under Applicable Law, or (ii) a Network Element VZ-VA is required by Applicable Law to provide to Cox on an unbundled basis. Nothing contained in this Agreement shall limit VZ-VA's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority relating to or pertaining to VZ-VA's obligations under this Agreement or Applicable Law.

11.1.2 To the extent that VZ-VA is required by a change in Applicable Law to provide a Network Element on an unbundled basis to Cox, the terms, conditions and prices for such Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable tariff of VZ-VA (a "VZ-VA UNE Tariff"). Notwithstanding the foregoing, the Parties will, upon written request, negotiate in good faith an amendment to this Agreement that includes additional terms and conditions for the Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element will be available and how it will be used, and terms and conditions for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with Applicable Law. In the absence of a VZ-VA UNE Tariff, to the extent that VZ-VA is required by Applicable Law to provide a Network Element to Cox, the terms, conditions and prices for such Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance, and billing) shall be as provided in this Agreement. In the absence of a VZ-VA UNE Tariff and if there is a conflict between the terms and provisions of this Agreement and Applicable Law governing the provision of a Network Element, prior to VZ-VA's provision of such Network Element and upon the written request of either Party, the Parties will negotiate in good faith an amendment to this Agreement so that the Agreement includes terms, conditions and prices for the network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with such Applicable Law.

11.1.3 VZ-VA shall be required to provide a Network Element on an unbundled basis only where necessary facilities are available *provided, however*, that this Section 11.1.3 shall not modify VZ-VA's obligation under Section 11.9.2 of this

Agreement to provide Cox with access to unbundled loops where integrated digital loop carrier technology or similar remote concentration devices are present, in accordance with, but only to the extent required by, Applicable Law.

11.1.4 In accordance with, but only to the extent required by Applicable Law, VZ-VA will not separate Network Elements ordered by Cox that are already combined in VZ-VA's network, unless Cox requests that VZ-VA separate the Network Elements.

## 11.2 VZ-VA's Provision of Network Elements

Subject to Section 11.1, VZ-VA shall provide Cox access to the following:

11.2.1 Loops, as set forth in subsection 11.3;

11.2.2 Network Interface Device, as set forth in subsection 11.4;

11.2.3 Switching Elements, as set forth in subsection 11.5 and Schedule 11.5;

11.2.4 Interoffice Transmission Facilities, as set forth in subsection 11.6;

11.2.5 Signaling Links and Call-Related Databases, as set forth in subsection 11.3.8 and Section 17;

11.2.6 Operations Support Systems, as set forth in subsection 11.7 and Schedule 11.7;

11.2.7 such other Network Elements in accordance with subsection 11.10 and Exhibit B below.

## 11.3 Loops

Subject to Section 11.1 and subsection 11.9, VZ-VA shall allow Cox to access the following Loop types (in addition to those Loops available under applicable Tariffs) unbundled from local switching and local transport in accordance with the terms and conditions set forth in this Section 11, and Applicable Law.

11.3.1 "2-Wire Analog Voice Grade Loop" or "Analog 2W" provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals and loop-start signaling. The service is more fully described in Verizon TR-72565. If "Customer-Specified Signaling" is requested, the service will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-

start, loop-reverse-battery, and no signaling. The service is more fully described in Verizon TR-72570.

11.3.2 “4-Wire Analog Voice Grade Loop” or “Analog 4W” provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals. The service will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. The service is more fully described in Verizon TR-72570.

11.3.3 “2-Wire ISDN Digital Grade Loop” or “BRI ISDN” provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps ISDN services in accordance with T1.601.

11.3.4 “2-Wire ADSL-Compatible Loop” or “ADSL 2W” provides a channel with 2-wire interfaces at each end that is suitable for the transport of ADSL, Splitterless ADSL, or RADSL signals that meet the requirements in T1.413, T1.419, or T1 Technical Report No. 59, respectively. In addition, ADSL-Compatible Loops will be available only where existing copper facilities are non-loaded and the length plus bridged tap is less than 12,000 feet in the case of ADSL-C Loops or less than 18,000 feet in the case of ADSL-R Loops.

11.3.5 “2-Wire HDSL-Compatible Loop” or “HDSL 2W” provides a channel with 2-wire interfaces at each end that is suitable for the transport of 784 kbps digital signals simultaneously in both directions using the 2B1Q line code. HDSL compatible Loops will be available only where existing copper facilities meet VZ-VA’s specifications or, where available, applicable industry standards.

11.3.6 “4-Wire HDSL-Compatible Loop” or “HDSL 4W” provides a channel with 4-wire interfaces at each end. Each 2-wire channel is suitable for the transport of 784 kbps digital signals simultaneously in both directions using the 2B1Q line code. HDSL compatible Loops will be available only where existing copper facilities meet VZ-VA’s specifications or, where available, applicable industry standards.

11.3.7 “4-Wire DS1-compatible Loop” provides a channel with 4-wire interfaces at each end. Each 4-wire channel is suitable for the transport of 1.544 Mbps digital signals simultaneously in both directions using PCM line code. DS-1-compatible Loops will be available where existing facilities meet applicable industry standards, as more fully described in Verizon TR-72575.

11.3.8 “Digital Designed Loops” are comprised of designed loops that meet specific Cox requirements for metallic loops over 18k ft. or for conditioning of ADSL, HDSL, or BRI ISDN (Premium) Loops. “Digital Designed Loops” may include requests for:

(A) a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with the option to remove bridged tap, for use with technologies conforming to DSL Class 1 criteria;

(B) a 2W ADSL-R Loop of 12k to 18k ft. with an option to remove bridged tap;

(C) a 2W ADSL-C Loop of less than 12k ft. with an option to remove bridged tap;

(D) a 2W HDSL Loop of less than 12k ft. with an option to remove bridged tap:

(E) a 4W HDSL Loop of less than 12k ft with an option to remove bridged tap;

(F) a 2W Digital Designed Metallic Loop with VZ-VA-placed ISDN loop extension electronics;

11.3.8.1 VZ-VA shall make Digital Designed Loops available to Cox at the rates as set forth in Exhibit A. These rates and/or rate structures shall be considered interim in nature until they have been approved by the Commission or otherwise allowed to go into effect. If the Commission should approve or make effective rates and/or rate structures different than those shown in Exhibit A, the rates and/or rate structures approved or made effective by the Commission shall supersede those shown in Exhibit A upon the effective date of such rates and/or rate structures.

11.3.8.2 The following ordering procedures shall apply to the Digital Designed Loops (Section 11.3.8.2, Items A-F):

(A) Cox shall place orders for Digital Designed Loops by delivering to VZ-VA a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.

(B) VZ-VA is in the process of conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by VZ-VA for compatibility with ADSL and HDSL signals. The results of this survey will be stored in a mechanized database and made available to Cox as the process is completed in each Central Office. Cox must utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL or HDSL Loop. Charges for mechanized loop qualification information are set forth in Exhibit A. Cox may use prequalified Loops to offer SDSL or IDSL services, but neither VZ-VA's prequalification process nor its current Loop offerings are designed to